UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

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1077 MADISON STREET LLC

Plaintiff,

Civil Action No.:

COMPLAINT FOR FORECLOSURE AND OTHER RELIEF

- against –

DONOVAN MARCH, LEAFORD K. DANIELS, MYRTLE G. DANIELS, DONALD W. CARTER, MARY R. CARTER, CITY OF NEW YORK ENVIRONMENTAL CONTROL BOARD, CITY OF NEW YORK PARKING VIOLATIONS BUREAU, , and

"John and/or Jane Doe" No. 1 to "John and/or Jane Doe" No. 10 inclusive, the last ten name persons being unknown to Plaintiff, the persons and parties Intended being the tenants, occupants, persons, entities or corporations, if any, having or claiming any interest in the premises located at 99-05 194th Street, Hollis New York as more fully described in the Complaint.

Defendants.

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1077 Madison Street LLC (the "Lender") by and through its attorneys Craig Lanza, by way of the Verified Complaint against Donovan March (the "Borrower"), say:

PRELIMINARY STATEMENT

1. This is an action for foreclosure of a mortgage securing a note in the principal amount of $211,000 encumbering a two story building with a ground floor commercial premises located at 99-05 194th Street, Hollis, New York 11423, Block 10841, Lot 8, Queens County (along with certain other collateral and as more fully described herein, the "Mortgaged Property").

2. In brief, Borrower has failed to pay and has defaulted under the note and mortgage held by Lender. The mortgage loan has been accelerated after said default and has not been paid. Lender is entitled to foreclose the mortgaged property under the applicable loan agreements and New York Law.

THE PARTIES

3. Lender, a Delaware limited liability company with its designated main office in 1007 Park Avenue, Lakewood, New Jersey 08701, is a citizen of the States of New Jersey and Delaware by virtue of 28 U.S.C. §1332.

4. Upon information and belief, the Borrower is an individual residing at 28811 Bondlake Road, Conyers, GA 30207. The Borrower is a citizen of the State of Georgia and the Borrower is named as a party herein for the purpose of recovering outstanding amounts owed under the Note and Mortgage which form the basis of the action, and foreclosing any right, title or interest claimed by the Borrower against the property being foreclosed herein.

5. Upon information and belief, Donald W. Carter and Mary R. Carter ("Carters") are individuals residing at 156 Craig Avenue, Freeport, NY 11520. They are made party

defendant herein solely for the purpose of foreclosing those judgments or other liens, if any, against the property being foreclosed herein which accrued or may accrue subsequent to the lien of the mortgage being foreclosed herein by virtue of possible unpaid violations or fees which are or may become due from any record the Mortgaged Property as more particularly described in Schedule "A" of the mortgage described in paragraph 16 herein.

6. Upon information and belief, Leaford K. Daniels and Myrtle G. Daniels ("Daniels") are individuals residing at 99-05 194th Street, Hollis, NY 11423. They are made party defendant herein solely for the purpose of foreclosing those judgments or other liens, if any, against the property being foreclosed herein which accrued or may accrue subsequent to the lien of the mortgage being foreclosed herein by virtue of possible unpaid violations or fees which are or may become due from any record the Mortgaged Property as more particularly described in Schedule "A" of the mortgage described in paragraph 16 herein.

7. Upon information and belief, the City of New York Environmental Control Board ("ECB") is an agency of the City of New York, a municipality chartered under the laws of the State of New York, with an address at 233 Schermerhorn Street, 11th Floor, Brooklyn, New York 11201 and is made a party defendant herein solely for the purpose of foreclosing those judgments or other liens, if any, against the property being foreclosed herein which accrued or may accrue subsequent to the lien of the mortgage being foreclosed herein by virtue of possible unpaid violations or fees which are or may become due from any record the Mortgaged Property as more particularly described in Schedule "A" of the mortgage described in paragraph 16 herein.

8. Upon information and belief, the City of New York Parking Violations Bureau

("PVB") is an agency of the City of New York, a municipality chartered under the laws of the State of New York, with an address at 210 Joralemon Street, 1st Floor, Brooklyn, New York 11201 and is made a party defendant herein solely for the purpose of foreclosing those judgments or other liens, if any, against the property being foreclosed herein which accrued or may accrue subsequent to the lien of the mortgage being foreclosed herein by virtue of possible unpaid violations or fees which are or may become due from any record owner of the Mortgaged Property.

9. At all times herein mentioned, the defendants, "JOHN and/or JANE DOE #1" to "JOHN and/or JANE DOE #10" inclusive, the last ten named persons being unknown to plaintiff, are the persons and parties intended being the tenants, occupants, persons, entities or corporations, if any, having or claiming an interest in or lien upon the Mortgaged Property. Said defendants are named as party defendants herein for the purpose of terminating any such interest in the Mortgaged Property.

10. Upon information and belief, the above named defendants have or claim to have some interest in or lien upon the Mortgaged Property which interest or lien, if any, has accrued subsequent to the lien of the mortgage being foreclosed herein and is subject and subordinate thereto.

11. Upon information and belief, no person other than those described above have or may have an interest in or lien upon the Mortgaged Property.

JURISDICTION AND VENUE

12. Pursuant to 28 U.S.C. §1332, this Court has subject matter jurisdiction because

the parties are citizens of different states and the amount in controversy exceeds the sum of $75,000.

13. Venue is proper in this district pursuant to 28 U.S.C. §1391(a).

FIRST CAUSE OF ACTION
(Mortgage Foreclosure)

14. Lender repeats and realleges paragraphs 1 through 13 of this Complaint as if set forth more fully herein.

15. On or about August 30, 2007, the Borrower borrowed from Flushing Savings Bank, FSB (the "Original Lender"), the principal amount of $211,000.00 (the "Loan"), for the financing of the Mortgaged Property. The Loan is a commercial transaction since the ground floor of the Mortgaged Property is a commercial premises.

16. As security for the Loan, the Borrower executed and delivered to Flushing Savings Bank, FSB ("FSB") a Mortgage, (the "Mortgage") dated August 30, 2007, and recorded in the real estate records of the City of New York on September 11, 2007 at CRFN 2007000466190 perfecting a lien against the Mortgaged Property. A copy of the Mortgage is attached hereto as Exhibit "A" and incorporated herein by reference.

17. To evidence the Loan, the Borrower executed a Promissory Note dated August 30, 2007 (the "Note"). A copy of the Note is attached hereto as Exhibit "B" and incorporated herein by reference.

18. The Note, the Mortgage and all other documents related to the Loan are referred to as the "Loan Documents."

19. FSB assigned the Loan Documents to Hayden Asset IX, LLC ("Hayden"), which subsequently assigned the Loan Documents to Lender by virtue of an Assignment dated February 20, 2014 (a copy of which is annexed hereto as Exhibit "C").

20. FSB also assigned the Note to Hayden which subsequently assigned the Note to Lender which is now in possession of the Note.

21. FSB assigned the Mortgage to Hayden by executing an Assignment of Mortgage dated April 19, 2013, which was recorded in the records of the City of New York on or about June 24, 2013 at CRFN 2013000247210.

22. Hayden assigned the Mortgage to the 99-05 194th Street, LLC by executing an Assignment of Mortgage dated February 20, 2014.

23. 99-05 194th Street assigned the Mortgage to the Lender by executing an Assignment of Mortgage dated June 20, 2014. Copies of the Assignments of Mortgage referred to in paragraphs 19 and 23 are annexed hereto as Exhibit "D".

24. The Lender is the present holder of the Loan Documents.

25. Section ii of the Note provides, in relevant "The outstanding principal shall be payable in three hundred sixty (360) monthly payments of principal and interest beginning on October 1, 2007 and continuing on the first day of each month thereafter."

26. Section 32 of the Mortgage further provides, in relevant part, that "The Debt shall become due, at the option of the Mortgagee, upon the occurrence of any of the following events:

(a) After default in the payment of any installment of principal or interest as provided in the Note,…"

27. Section 6 of the Mortgage also provides, in relevant part, that "…the Mortgagee

shall have the right to give thirty (30) days written notice to the owner of the Mortgaged Property requiring the payment of the Debt, and if such notice be given, the debt shall become due, payable and collectible at the expiration of said thirty (30) days."

28. The Borrower is presently in default under the terms of the Note and Mortgage by, among other things, failing to make monthly payments of principal and interest since at least February 1, 2008 (the "Default").

29. Notice of Default was served on Donovan March May 5, 2014 (a copy of which is annexed hereto as Exhibit "E" together with an Affidavit of Service of same).

30. The Defaults have not been cured and all sums due under the Loan Documents are due and owing.

31. Despite demand for payment, the Borrower has failed to pay all sums due under the Loan Documents.

32. The balance outstanding and due under the Loan is at least $302,148.97 as of April 4, 2014.

33. Pursuant to the terms of the Note, interest accrues thereunder at the default rate of 24.0% per annum (the "Note Rate").

34. Pursuant to the terms of the Loan Documents, the Lender is entitled to recover its reasonable attorneys' fees and costs.

35. During the course of this action or prior to its commencement, the Lender might be obligated to make advances for the payment of necessary expenses to preserve the security of the Mortgaged Property. All such sums advanced, together with interest, shall be added to the amount due to the Lender on the obligations secured by the Mortgaged Property.

36. By reason of the foregoing, Plaintiff demands Judgment as follows:

A. Fixing the amount due the Lender under the Loan Documents;

B. Barring and foreclosing each Defendant from all equity of redemption in and to the Mortgaged Property;

C. Directing that the Lender be paid the amount due under the Loan Documents with interest, costs, attorneys' fees, and other sums due;

D. Adjudging that the Mortgaged Property be sold according to law to satisfy the amounts due to the Lender;

E. Entering Judgment in favor of the Lender and against the Borrower for a deficiency, if any, after said sale, and

F. Awarding such other relief as the Court deems equitable and just.

SECOND CAUSE OF ACTION
(Entitlement to Rents)

37. The Lender repeats and realleges paragraphs 1 through 35 of this Complaint as if set forth more fully herein.

38. To secure repayment of the Note, and Mortgage FSB had Borrower sign on August 30, 2007 an Assignment of Lessor's Interest in Lease(s). Exhibit F

39. The Assignment document provides that the Lender is entitled to collect rents from the Mortgaged Property (the "Rents") upon an occurrence of an event of default under the Loan Documents.

40. The Lender has provided the Borrower with any and all notices required as to the Defaults and its entitlement to the Rents.

41. The Defaults have not been cured, and the Lender has accelerated all sums due under the Loan Documents.

42. All sums are now due and payable to the Lender under the Loan Documents.

43. Despite demand for payment, the Borrower has failed to pay all sums due under the Loan Documents.

44. Under the terms of the Assignment of Rents, the Lender is entitled to collect the Rents.

45. By reason of the foregoing, Plaintiff demands Judgment as follows:

A. Directing any lessee of the Mortgaged Property to make payments directly to Lender;

B. Permitting Lender to apply the Rents in accordance with the Assignment of Rents; and

C. Granting such other and further relief as is equitable and just.

Dated: Brooklyn, New York
July 10, 2014

By: ______________________

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